PROFESSIONAL SERVICES AGREEMENT
N 4th St and Wolf Ave Water Main Replacement

THIS AGREEMENT is made and entered into on the date fully executed below by and between the **CITY OF MISSOULA, MONTANA**, a municipal corporation organized and existing under the laws of the State of Montana, 435 Ryman St., Missoula, MT 59802, referred to here as "City," and Woith Engineering, 3860 O'Leary St Suite A, Missoula, MT 59808 hereinafter referred to as "Consultant."

RECITALS

WHEREAS, the City desires to utilize Consultant to design and bid the N 4th St and Wolf Avenue water main project; and

WHEREAS, Consultant has represented to the City that Consultant has the necessary expertise to furnish said services and has available to Consultant the necessary staff and resources to perform the independent services in a timely manner consistent with the nature of the project.

NOW THEREFORE, in consideration of the mutual covenants and agreements herein contained, the parties agree as follows:

1. Purpose

City desires to have Consultant perform professional services for the design and engineering of as N 4th St and Wolf Avenue water main project outlined in the scope.

2. Effective Date and Term

This Agreement is effective upon the date of its execution by both parties and will terminate on upon 30 days' notice by the City to Consultant of its desire to terminate the Agreement by giving such notice to Consultant's designated liaison identified below. The Term of this Agreement may be extended by mutual agreement of the parties by executing an amendment to this Agreement in writing.

3. Scope of Work

a. Consultant will perform the work and provide the services in accordance with the requirements of the Scope of Services attached here to as Exhibit A; and

b. If authorized in writing as provided in this subsection, Consultant shall also furnish additional services. To the extent additional services have been identified at the time of executing this Agreement, they are itemized in Exhibit A and will be paid for by City as indicated in Section 4. As further additional services are requested of Consultant, this

Agreement may be modified and subject to mutual consent by execution of an addendum by authorized representatives of both parties, setting forth the additional scope of services, their performance time schedule, and the compensation for such services.

4. Payment

a. City agrees to pay Consultant an amount not to exceed $52,500 for services outlined in Exhibit A in accordance with the terms and conditions laid out in Exhibit A – Compensation, and Consultant shall be compensated for additional services authorized pursuant to Section 3.b. above, which have not been identified at the time of executing this Agreement as more particularly described in a fully approved and executed addendum to this Agreement. Payment for work beyond that described in Exhibit A or as contained in a fully approved and executed addendum to this Agreement is expressly denied without prior written authorization from City. Such authorization must include the signature of the Mayor.

b. Consultant shall submit monthly statements for basic and additional services rendered. City shall pay Consultant within 30 days of receipt of an itemized invoice for the services rendered or shall notify Consultant of any dispute by City concerning the performance of any services and the basis therefore and shall pay Consultant within thirty days for the services not in dispute. If any items are disputed by City, Consultant and representatives of City shall meet and confer regarding the disputed items within ten business days after City notifies Consultant of the services in dispute. City shall pay for any disputed services for which the dispute has been resolved to the satisfaction of the City within thirty days after such resolution.

5. Independent Contractor Status

The parties agree that Consultant, is an independent contractor for purposes of this agreement and the parties agree that Consultant is and shall be an independent contractor when performing services pursuant to this agreement. Consultant is not subject to the terms and provisions of the City's personnel policies handbook and may not be considered a City employee for workers' compensation or any other purpose. Consultant is not authorized to represent the City or otherwise bind the City in any dealings between Consultant and any third parties.

Consultant shall comply with the applicable requirements of the Workers' Compensation Act, Title 39, Chapter 71, MCA, and the Occupational Disease Act of Montana, Title 39, Chapter 71, MCA. Consultant shall maintain workers' compensation coverage for all members and employees of Consultant's business, except for those members who are exempted by law.

Consultant shall furnish the City with copies showing one of the following: (1) a binder for workers' compensation coverage by an insurer licensed and authorized to provide workers' compensation insurance in the State of Montana; or (2) proof of exemption from workers' compensation granted by law for independent contractors.

6. Indemnity and Insurance

For other than professional services rendered, to the fullest extent permitted by law, Consultant agrees to defend, indemnify, and hold the City harmless against claims, demands, suits, damages, losses, and expenses connected therewith that may be asserted or claimed against, recovered from or suffered by the City by reason of any injury or loss, including but not limited to, personal injury, including bodily injury or death, property damage, occasioned by, growing out of, or in any way arising or resulting from any intentional or negligent act on the part of Consultant or Consultant's agents or employees.

For the professional services rendered, to the fullest extent permitted by law, Consultant agrees to indemnify and hold the City harmless against claims, demands, suits, damages, losses, and expenses, including reasonable defense attorney fees, to the extent caused by the negligence or willful misconduct of the Consultant or Consultant's agents or employees.

For this purpose, Consultant shall provide City with proof of Consultant's liability insurance issued by a reliable company or companies for personal injury and property damage in amounts not less than as follows:

- Workers' Compensation: Statutory
- Commercial General Liability: $1,000,000 per occurrence
  $2,000,000 annual aggregate
- Automobile Liability: $1,000,000 property damage/bodily injury
  $2,000,000 annual aggregate
- Professional Liability: $1,000,000 per claim
  $2,000,000 annual aggregate

City shall be included or named as an additional or named insured on the Commercial General and Automobile Liability policies. The insurance must be in a form suitable to City.

7. Professional Service

Consultant agrees that all services and work performed under this agreement will be accomplished in a professional manner, in accordance with the accepted standards of Consultant's profession. Consultant is being hired by the City due to Consultant's representation of having the necessary experience required to produce required design documents that meet all specifications and requirements referenced in the bid and contract documents (the "Required Specifications"). City staff may review and provide comment or informal approval of the documents produced by Contractor, but the City staff may not have the experience or capacity to guarantee that the plans produced meet the Required Specifications. By executing this Agreement Consultant is agreeing to be solely responsible for ensuring the professional design documents it produces meets the Required Specifications.

8. Compliance with Laws

Consultant agrees to comply with all federal, state and local laws, ordinances, rules and regulations.

9. Nondiscrimination and Equal Opportunity

Consultant agrees and shall comply with the following Non-Discrimination and Equal Opportunity policies:

NON-DISCRIMINATION

All hiring shall be on the basis of merit and qualification and there shall be no discrimination in employment on the basis of race, ancestry, color, physical or mental disability, religion, national origin, sex, age, marital or familial status, creed, ex-offender status, physical condition, political belief, public assistance status, sexual orientation, or gender identity/expression, except where these criteria are reasonable bona fide occupational qualifications.

EQUAL OPPORTUNITY POLICY

Consultants, contractors, subcontractors, sub grantees, and other firms doing business with the City of Missoula must be in compliance with the City of Missoula's Equal Opportunity Policy, and Title 49 Montana Codes Annotated, entitled "Human Rights" or forfeit the right to continue such business dealings.

The City's Equal Opportunity Policy Statement is:

The Mayor of the City of Missoula or the Mayor's designee may adopt an action plan to provide all persons equal opportunity for employment without regard to race, ancestry, color, handicap, religion, creed, national origin, sex, age, sexual orientation, gender identity or expression, or marital status. In keeping with this commitment, we are assigning to all department heads and their staff the responsibility to actively facilitate equal employment opportunity for all present employees, applicants, and trainees. This responsibility shall include assurance that employment decisions are based on furthering the principle of equal employment opportunity by imposing only valid requirements for employment and assuring that all human resource actions are administered on the basis of job necessity.

Specific responsibility for developing, implementing, monitoring and reporting are assigned to the City Personnel staff under the supervision and direction of the Chief Administrative Officer and the Mayor.

It is the policy of the City of Missoula to eliminate any practice or procedure that discriminates illegally or has an adverse impact on an "affected" class. Equal opportunity shall be provided for all City employees during their terms of employment. All applicants for City employment shall be employed on the basis of their qualifications and abilities.

The City of Missoula, to the extent practical, shall ensure that subcontractors and vendors comply with this policy and the City's non-discrimination and equal opportunity requirements found at Chapter 9.64 of the Missoula Municipal Code. Failure of subcontractors and vendors to comply with this policy statement shall jeopardize initial, continued, or renewed funds or future contracting opportunities.

Our commitment is intended to promote equal opportunity in all employment practices and

provide a positive program of equal employment for the City of Missoula, its employees, program participants, trainees and applicants.

10. Default and Termination

If either party fails to comply with any condition of this agreement at the time or in the manner provided for, the other party, at its option, may terminate this agreement and be released from all obligations if the default is not cured within ten (10) days after written notice is provided to the defaulting party. Said notice shall set forth the items to be cured. Additionally, the non-defaulting party may bring suit for damages, specific performance, and any other remedy provided by law. These remedies are cumulative and not exclusive. Use of one remedy does not preclude use of the others. Notices shall be provided in writing and hand-delivered or mailed to the parties at the addresses set forth in the first paragraph of this agreement.

11. Modification and Assignability

This document contains the entire agreement between the parties and no statements, promises or inducements made by either party or agents of either party, which are not contained in this written agreement, may be considered valid or binding. This agreement may not be enlarged, modified or altered except by written amendment signed by both parties hereto. The Consultant may not subcontract or assign Consultant's rights, including the right to compensation or duties arising under this agreement, without the prior written consent of City. Any subcontractor or assignee will be bound by all of the terms and conditions of this agreement.

12. Ownership and Publication of Materials

All reports, information, data, and other materials prepared by the Consultant pursuant to this agreement are the property of the City. The City has the exclusive and unrestricted authority to release, publish or otherwise use, in whole or part, information relating thereto. Any re-use without written verification or adaptation by the Consultant for the specific purpose intended will be at the City's sole risk and without liability or legal exposure to the Consultant. No material produced in whole or in part under this agreement may be copyrighted or patented in the United States or in any other country without the prior written approval of the City.

13. Liaison

The City's Designated liaison with Consultant is Andy Schultz, and Consultant's designated liaison with City is Kody Swartz.

14. Previous Agreements

This Agreement constitutes the entire understanding of the parties and is intended as a final expression of their agreement and a complete statement of the terms thereof. There are no promises, terms, conditions, or obligations, other than contained herein. This Agreement shall supersede all previous communications, representations, or agreements, either oral or written, between the parties.

15. Applicability

This agreement and any extensions of it shall be governed and construed in accordance with the laws of the State of Montana.

WITNESS, the parties here have executed this instrument the day and year first above written.

CONSULTANT:

_____

MAYOR:
City of Missoula, Montana

_____
Mayor, Andrea Davis

ATTEST:

_____
City Clerk, Claire Trimble

APPROVED AS TO FORM:

_____
City Attorney, Ryan Sudbury

(SEAL)

EXHIBIT A

April 3, 2026

Proposal and Scope of Services
for
N 4th Street Water Main Replacement

PREPARED FOR :
CITY OF MISSOULA WATER
1345 W BROADWAY
MISSOULA, MT 59802

WOITH ENGINEERING, INC.
ENGINEERS & SURVEYORS

Proposal & Scope of Services

N 4th Street Water Main Replacement
April 3, 2026

TO: Andy Shultz; City of Missoula

FROM: Woith Engineering, Inc.

PROJECT: N 4th Street Water Main Replacement

Dear Mr. Shultz,

Woith Engineering is pleased to submit this Scope of Services to provide civil design and construction administration services for the N 4th Street Water Main Replacement project. This Scope of Services outlines our understanding of the project, our proposed scope of work, and the estimated (cost and time schedule) for completion of the services.

Project Description

We understand your project includes the design of a new ductile iron water main to replace approximately 1,300 lineal feet of 6" Kalmein water main pipe in North 4th Street West between Worden Ave and Grand Ave, as well as in Wolf Street north to the existing main located in N 5th Street West . This City Water Main Replacement project shall be funded by the SRF program.

We anticipate our initial scope of work to include survey, schematic design, design development, preparation of construction documents, and bidding.

Scope of Services

We will approach this project in phases. Our understanding of the tasks required, and deliverables associated with each phase of the work is outlined below. Each phase includes routine coordination and internal quality assurance necessary to complete the described deliverables. All design services will be performed in accordance with applicable codes and regulations in effect at the time of preparation.

1. ***Survey, including:***

    a. Perform comprehensive records research of the subject property, including review of the current vesting deed, chain of title (as necessary), adjoining property deeds, recorded plats, prior surveys, and applicable public agency records.

    b. Perform a boundary survey, providing precise measurement and electronic mapping of property lines in accordance with local land surveying standards.

c. Perform a topographic survey to comprehensively document the existing features and natural contours of the project area, utilizing precision measurement techniques. The topographic survey shall include the identification and mapping of elevation points, vegetation, structures, water bodies, and other relevant topographic elements.

d. Prepare an Existing Conditions Exhibit depicting current site features, boundary information, improvements, easements, and other relevant physical evidence based on field survey and record research. Services may also include exporting the survey and supporting exhibits in requested digital formats (e.g., PDF, CAD, GIS) suitable for client use, agency submittal, and consultant coordination.

2. Schematic Design, including:

a. Coordination with dry utility providers to determine connection locations and application procedures.

b. Develop preliminary alignment of water mains and services. Illustrate relations to existing and proposed utilities. Review compliance with project objectives and regulatory standards. Compile and cross-reference water and sewer ditch cards.

c. Draft construction plan sheets, prepare forms, and submit package. Coordinate meetings with owner, design team, and regulatory agencies as applicable. Prepare and submit Stage 2 checklist for City of Missoula projects. Includes up to two (2) review cycles per submittal phase.

3. Design Development, including:

a. Develop profiles for water mains and services. Verify tie-in elevations, adequate cover depth, and separation from adjacent utilities. Design in accordance with regulatory standards.

b. Prepare an erosion control plan to be included in the construction plans.

c. Prepare draft specifications.

d. Write a Water Engineer's Report following the outline provided in Montana

Department of Environmental Quality Circular 1.

e. Draft additional construction plan sheets not included in schematic design submittal, prepare forms, and submit package. Coordinate meetings with owner, design team, and regulatory agencies as applicable. Prepare and submit Stage 3 checklist for City of Missoula projects. Includes up to two (2) review cycles per submittal phase.

f. Update quantity takeoff, calculate estimate of probable cost with appropriate contingencies. Complete value engineering; includes one (1) value engineering review per phase.

4. Construction Documents, including:

a. Develop a demolition plan, using the existing conditions sheet as a base, detailing the removal of existing structures or elements on the site. The plan aims to ensure the efficient and safe clearance of existing structures while adhering to regulatory requirements and minimizing disruptions to surrounding areas.

b. Develop a landscaping plan for boulevard tree protection and removal/replacement. Coordinate with urban forester.

c. Coordinate routing of gas, electric, and communications utilities with utility service providers as applicable. Illustrate relations to existing and proposed water, sewer, and storm utilities.

d. Prepare final specifications.

e. Prepare and submit Montana Department of Environmental Quality Certified Checklist for water main installations. Provide all supporting documentation.

f. Draft additional construction plan sheets not included in design development submittal, prepare forms, and submit package. Coordinate meetings with owner, design team, and regulatory agencies as applicable. Prepare and submit Stage 4 checklist for City of Missoula projects. Includes up to two (2) review cycles per submittal phase.

g. Update quantity takeoff, calculate opinion of probable cost with appropriate contingencies.

5. ***Contract Administration, including:***

    a. Prepare and organize documents for bidding. Upload documents to electronic bidding platform or plans exchange as applicable.

    b. Organize and hold a pre-bid meeting.

    c. Respond to questions and clarifications during bidding. Prepare and distribute addenda as required to fully answer all clarification requests.

    d. Attend bid opening; review securities and qualifications submitted with bids. Prepare a tabulation of bids and award recommendation.

    e. Draft contract documents, prepare agreement, and coordinate execution process. Review securities, insurance, and other qualifications.

Cost Estimate

We propose to approach this project on an hourly not to exceed basis, billed monthly. The maximum fee to be charged for each phase is shown in the table below. We will not exceed these fees for the scope of work items presented above without prior written authorization.

Survey	$14,500
Schematic Design	$7,500
Design Development	$12,000
Construction Documents	$6,000
Contract Administration	$10,000
~5% Additional Services	$2,500
Fee Total	**$52,500**

Assumptions and Exclusions

Services will be performed consistent with the professional standard of care ordinarily exercised by members of the profession practicing under similar circumstances. Additional services required due to unforeseen conditions, changes in agency requirements, incomplete or inaccurate information provided by others, or Client-directed revisions shall be considered additional services and will require authorization prior to commencement. Furthermore, we have made the following

assumptions in the preparation of this proposal:

a. Additional insurance requirements beyond our standard corporate coverage are not included and may result in additional fees.
b. Regulatory approval is dependent upon agency review and discretion.
c. We are not responsible for changes in agency interpretation of regulations occurring after submission.
d. If the project is placed on hold or otherwise suspended for a period exceeding ninety 90 days through no fault of our firm, we reserve the right to renegotiate our fees and schedule upon remobilization.

Please note that our fee excludes the following items:

a. Construction Administration Services, Project Closeout Services, Construction Staking, and Material Testing Subconsultant Services. A separate proposal for these services shall be provided upon request.
b. Application or review fees.
c. Onsite administration of Stormwater Pollution Prevention Plan.
d. Geotechnical site investigations.
e. Geotechnical engineering.
f. Pavement design.
g. Landscaping and irrigation system design.
h. We assume no hazardous materials are present on the site. Identification, testing, or remediation of hazardous materials is excluded.
i. Opinions of probable cost are estimates only and do not constitute a guarantee of actual construction cost.

Schedule

We understand that you desire to bid the project in November but this could potentially push to a January or February bid date. We will collaborate with you to coordinate the project schedule once we receive your confirmation and through the duration of the project. Please note that schedule is dependent upon timely Client decisions and agency response times. Thank you for the opportunity to submit this proposal; we look forward to working with you on this project. If you have any questions, please contact us at (406) 203-9548. Please review the Terms provided on the following page and return a signed copy of this proposal to us to indicate your Notice to Proceed.

Sincerely,
Woith Engineering, Inc.

Kody Swartz, PE, PLS
Director of Operations

Matt Hammerstein, P.E.
Design Engineer & Project Manager

Anthony Hilliard, P.E.
Design Engineer & Project Manager

Proposal & Scope of Services

N 4th Street Water Main Replacement
April 3, 2026

All Woith Engineering, Inc. projects will be delivered electronically in a current version of AutoCAD and PDF formats. Also, all our projects will be covered by our Professional E&O Insurance Policy. We have included in-house printing for our use only. No reproduction of documents for bidding, reviews, etc. is included. However, we will provide these services as directed in addition to our base fee at direct cost to Woith Engineering, Inc. plus 10% for handling.

We will bill you monthly on a time and material basis as the project progresses, not to exceed the original contract amount without prior approval from the owner. If the current amount of work is minimal, Woith Engineering, Inc. may bill for said labor and materials in subsequent month(s). All payments are due thirty (30) days after receipt of invoice. Accounts sixty (60) days past due will be assessed interest on the unpaid balance at an annual rate of 18%.

If the above terms and conditions are agreeable to you, please sign and date a copy of this proposal and return it to our office via email, mail, or in person. Our receipt of the signed agreement will serve as our notice to proceed. Please advise us of the project schedule as soon as possible so that we may appropriately assign resources to meet your expectations.

_____

Accepted By

_____

Title

_____

Date

ITEM NO.	TASK	PRINCIPAL	PROF ENG	SENIOR SURVEYOR	1 PLS CREW	CAD MANAGER	COST
Survey							
1 . 1	*Project Management*		*8*				*$1,500.00*
1 . 2	*Records Research*			*8*			*$1,600.00*
1 . 3	*Boundary Survey*			*8*	*8*		*$3,400.00*
1 . 4	*Topographic Survey*			*6*	*20*		*$5,700.00*
1 . 13	*Existing Conditions Exhibit*					*8*	*$1,200.00*
1 . 22	*Quality Assurance*			*2*		*2*	*$1,100.00*
	Phase Total		8	24	28	10	$14,500.00
Schematic Design							
2 . 1	*Project Management*	*4*	*8*				*$2,700.00*
2 . 6	*Schematic Water Plan*		*8*				*$1,200.00*
2 . 11	*30% Drawing Submittal*		*8*			*8*	*$2,400.00*
2 . 13	*Redline Revisions*		*4*			*4*	*$1,200.00*
	Phase Total	4	28			12	$7,500.00
Design Development							
3 . 1	*Project Management*	*4*	*8*				*$1,200.00*
3 . 5	*Water Plan & Profile*		*30*			*12*	*$6,300.00*
3 . 12	*Water Engineer's Report*		*8*				*$1,200.00*
3 . 16	*90% Cost Estimate*		*8*				*$1,200.00*
3 . 17	*Redline Revisions*		*10*			*4*	*$2,100.00*
	Phase Total	4	64			16	$12,000.00
Construction Documents							
4 . 1	*Project Management*	*2*	*4*				*$1,200.00*
4 . 2	*Demolition Plan*		*4*			*4*	*$1,200.00*
4 . 6	*Final Specifications*		*8*				*$1,200.00*
4 . 8	*Certified Checklist Submittal*		*4*				*$600.00*
4 . 9	*100% Drawing Submittal*		*4*			*2*	*$900.00*
4 . 10	*100% Cost Estimate*		*2*				*$300.00*
4 . 11	*Redline Revisions*		*4*				*$600.00*

ITEM NO.	TASK	PRINCIPAL	PROF ENG	SENIOR SURVEYOR	1 PLS CREW	CAD MANAGER	COST
	Phase Total	2	30			6	$6,000.00
Contract Administration							
9 . 1	*Project Management*	*4*	*8*				*$2,200.00*
9 . 2	*Bid Documents*		*16*				*$2,400.00*
9 . 3	*Pre-Bid Meeting*		*4*				*$600.00*
9 . 4	*Addenda*		*8*				*$1,200.00*
9 . 5	*Bid Tabulation*		*16*				*$2,400.00*
9 . 6	*Coordinate Agreements*		*8*				*$1,200.00*
	Phase Total	4	60				$10,000.00
Woith Engineering Project Subtotal							**$50,000.00**
Additional Services							
12 . 1	*% Additional Services*						*5%*
	Additional Services or Contingency Total						$2,500.00
Item:		**Principal**	**Prof Eng**	**Senior Surveyor**	**1 PLS Crew**	**CAD Manager**	**Cost**
Project Total:		**14**	**190**	**24**	**28**	**44**	**$52,500.00**